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Amherst Central School District And
Amherst Paraprofessional Assn

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AGREEMENT BETWEEN

AMHERST CENTRAL SCHOOL DISTRICT

AND

AMHERST PARAPROFESSIONAL ASSOCIATION

JULY 1, 2000 - JUNE 30, 2003

RECEIVED

OCT 20 2000

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

THIS AGREEMENT, is made effective July 1, 2000, by and between AMHERST CENTRAL SCHOOL DISTRICT (herein referred to as the District) and AMHERST PARAPROFESSIONAL ASSOCIATION (herein referred to as the Association).

THIS AGREEMENT shall constitute the full and complete commitment between the District and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.

1. RECOGNITION

1.1. Recognition

The Amherst Paraprofessional Association is hereby recognized as the official negotiating agent for all Teacher Aides, School Monitors, AV/TV Technicians, AV/TV Technician Assistants and Computer Specialists.

1.2. Association Activities

1.2.1. No Interference with Duties - Unit members shall not permit Association activities to interfere with their duties. This will not preclude unit member attendance at professional Association meetings, conferences or conventions.

1.2.2. Leave - Unit members of the Association's executive committee, or any employee who secures approval from the executive committee, will upon request, be granted leave with pay for no more than an aggregate of ten (10) days per year to attend Association meetings, conferences or conventions. This shall not be deducted from any leave entitlement. When a day is to be used, a written request, signed by the Association President, must be submitted to the building principal and to the Superintendent at least ten (10) work days prior to the anticipated leave.

2. NO STRIKE

- 2.1.** During the term of this Agreement, the Association, its officers, agents and bargaining unit employees shall not instigate, cause, encourage, condone or engage in any strike or work stoppage, nor shall they or any of them attempt to prevent or interfere with the right of any persons to gain access lawfully to the District's buildings or property.

3. DEFINITIONS

- 3.1.** For the awarding of fringe benefits, the following definitions will apply:

3.1.1. CLASS I - Teacher Aides, School Monitors and ten-month Computer Specialists. Unit members, as of September 1st of any given year, assigned 20 or more hours per week at least 10 months per year.

3.1.2. CLASS II - Teacher Aides and School Monitors. Unit members, as of September 1st of any given year, assigned at least 10 hours per week but less than 20 hours per week at least 10 months per year.

3.1.3. CLASS III - Teacher Aides and School Monitors. Unit members, as of September 1st of any given year, assigned for less than 10 hours per week at least 10 months per year.

3.1.4. CLASS IV - AV/TV Technicians, AV/TV Technician Assistants, twelve (12) month Computer Specialists.

4. SALARY DEDUCTIONS/DUES CHECK-OFF

- 4.1.** The District will deduct the Association dues from the salary of any employee in the unit who so authorizes individually and voluntarily in writing and will transmit these monies, at least once each month, to the designated Association officer.

- 4.2.** No deduction of dues shall be made until and unless the amount of dues to be deducted and any changes thereto are certified to the Superintendent by the authorized Association officer.

- 4.3. The Association will present the signed and dated authorizations to the Superintendent. There upon the deductions will be made in equal installments according to present practice.
- 4.4. An authorization on file with the District shall be honored until and unless it has been revoked or amended by written notice received by the Superintendent and the Association President.
- 4.5. The Association shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the Agreement or in reliance on a certification issued by the Association.
- 4.6. Class I, II, III and IV employees who are not members of the Association shall, commencing thirty (30) accumulated working days after employment and continuing during the term of this Agreement while employed in the bargaining unit and so long as they remain non-members of the Association, pay to the Association each pay period, a service charge as a contribution toward the cost of administration of this Agreement and the representation of such employees. The amounts of such service charge shall be equivalent to the amounts required to be paid as Association dues by those employees who become members of the Association. The District shall deduct such amounts from non-members' paychecks and transmit the amounts so deducted to the Association.

In the event that the District incurs any liability for damages or any other expense whatsoever in connection with claims or litigation over its proper implementation of the provisions of the agency shop fee deduction, the Association agrees to indemnify the district and to hold it harmless for such expense.

4.7. The following form of authorization is accepted.

<hr/>		
Social Security Number		
<hr/>		
Last Name	First	Middle
<hr/>		
District Name		
<hr/>		
Organization		
<hr/>		
To the Board of Education:		
<p>I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.</p>		
<hr/>		<hr/>
Member's Signature		Date Signed

5. NONDISCRIMINATION

- 5.1.** The provisions of this Agreement will be applied to all employees in the bargaining unit without regard to any employee's Association membership or participation in lawful Association activity.
- 5.2.** Neither the District nor the Association will discriminate against any employee because of race, color, creed, national origin, sex, age, marital status, or disability as provided by law.

6. NEGOTIATIONS

- 6.1.** The District and the Association agree to enter into collective negotiations in accordance with the procedure set forth herein in a good faith effort to reach mutual understanding and agreement regarding matters related to salaries, hours, and other terms and conditions of employment.
- 6.2.** The District or designated representatives of the District will meet with representatives designated by the Association for the purpose of negotiation and reaching mutually satisfactory agreements. It is agreed that teams will not exceed four (4) members.
- 6.3.** Upon request of either party for a meeting to open negotiations for a new agreement, a mutually acceptable meeting date shall be set within thirty (30) days following such request.
- 6.4.** Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, such additional meetings shall be held as the parties may require to reach an understanding. Meetings shall be held at a time other than the regular working day, except by mutual agreement.
- 6.5.** Either party may request the New York State Public Employment Relations Board to assist the parties to reach agreement.

- 6.6. When the parties agree that negotiations have been concluded, the proposed agreement shall be submitted to the Association membership and the Board of Education for approval. Individually agreed-upon negotiated items will not become effective until a complete agreement of the respective negotiating teams has been adopted and ratified by the Board and Association, except by mutual agreement of the District and the Association.
- 6.7. Immediately following ratification of the proposed agreement, the Association will notify the Board of Education, in writing, of its acceptance; the Board, likewise, will notify the Association, in writing, of its official action.
- 6.8. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the District.
- 6.9. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 6.10. The District will provide copies of the agreement to all bargaining unit employees, including newly-hired employees. The District will prepare the agreement and split the cost of duplication with the Association.

7. GRIEVANCE PROCEDURE

- 7.1. It is the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, and to assure equitable and proper treatment of employees pursuant to the terms of this Grievance Procedure.
- 7.2. The District and the Association agree to facilitate any investigation which may be required.
- 7.3. The resolution of a grievance at the lowest procedural step will be encouraged.

7.4. An employee, having filed a grievance, shall have the right to be represented at any step of this procedure by a representative of the Association.

7.5. Confidential information exchanged during grievance meetings will be treated accordingly.

7.6. A group of employees having a common grievance may present such grievance as a group, or the Association may present it on behalf of the group provided two or more of the employees affected also sign the grievance form.

7.7. DEFINITIONS

7.7.1. A "grievance" shall mean a claim by any employee or group of employees of a violation, misinterpretation, or misapplication of any of the provisions of this contract.

7.7.2. "Days" shall mean consecutive calendar days, excluding holidays, Saturdays and Sundays.

7.8. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and the Association representative within the specified time limit shall permit the lodging of an appeal at the next step of these procedures within the time limit which would have been allocated had the decision been communicated by the final day. Representatives of the District and the aggrieved party (or the Association) shall have the right to agree to a reasonable extension of time limits provided herein, but such agreement must be in writing.

7.9. Informal Stage: Prior to a formal filing of a grievance, the grievant has the right and obligation to meet personally with the appropriate immediate supervisor in an effort to resolve the dispute. An Association representative may attend. If the subject of the grievance is such that it appears to cross buildings or is District-wide, the grievance shall be discussed with the Superintendent, or his designee.

7.10. To be considered under this Grievance Procedure, all written grievances must be filed within five (5) days after the informal stage conference with the immediate supervisor. No written grievance shall be filed more than thirty (30) days after the grievant knew or should have known of the actual incident being grieved.

7.11. Step 1: The grievant must present a written statement of the grievance to their immediate supervisor and the Association. Such statement shall set forth the nature of the grievance and the provisions, if any, of the collective bargaining agreement which the grievant alleges may have been violated, misinterpreted, or misapplied. The immediate supervisor shall attempt to resolve the grievance. If the immediate supervisor does not have the authority to resolve the grievance, the supervisor may consult with those having such authority. The grievant shall receive a written answer from the immediate supervisor within five (5) days after the presentation of the written grievance.

7.12. Step 2: If the grievance is not resolved satisfactorily at the STEP 1 procedure within no more than five (5) days after the receipt of the STEP 1 answer, the employee may submit the grievance, in writing to the Superintendent or designee. Within ten (10) days after the receipt of the written grievance, the Superintendent or designee will meet with the grievant and/or the Association representative in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent or designee will issue a decision on the grievance, in writing, to the aggrieved party and the Association representative.

7.13. ARBITRATION

7.13.1. If the grievance involves violation, misinterpretation or misapplication of an express provision of this Agreement, and it is not satisfactorily settled within fifteen (15) days after receipt of the Superintendent's decision, the Association shall have the right to submit the grievance to binding arbitration. If a written demand for arbitration is presented, a request for a panel of arbitrators shall be filed with the American Arbitration Association (AAA) within no more than thirty (30) days after receipt of the Superintendent's decision. In that event, the parties shall be bound by the rules and procedures of the AAA.

7.13.2. Arbitrators shall have no power or authority to render an award which is explicitly or implied contrary to, inconsistent with, or which adds to, detracts from, or modifies any express term of this Agreement. The award of the arbitrator shall be final and binding on the District, the Association, and all parties in interest.

7.13.3. The costs of the arbitrator's services including his per diem expenses and his actual and necessary travel and subsistence expenses will be shared equally by the District and the Association.

8. LEAVES OF ABSENCE

8.1. Absences

It shall be the responsibility of an Association member to notify their immediate supervisor as soon as possible of their unavailability for work. Further, they shall be responsible for notifying their immediate supervisor of the continued absence or prospective return to duty. The immediate supervisor should establish a generally agreed upon time in which such notification should be given.

8.2. Court Leave

(Class I, Class II and Class IV) Leave without loss of pay shall be granted for jury service. This provision shall also apply to a summons or subpoena as a witness in a court action in which the employee is not a party. No deduction shall be made from personal leave or accrued health leave. Any court fee paid shall be retained by the employee.

(Class III) No benefits.

8.3. Health Leave

8.3.1. CLASS I and CLASS II - Paid Health leave shall be granted at the rate of one (1) day per month for a maximum of ten (10) days per year. This allotment and any accumulated health leave will be available on the employee's first day of work of the scheduled work year.

8.3.1.1. CLASS I - Health leave may accumulate up to 150 days.

8.3.1.2. CLASS II - Health leave may accumulate up to 125 days

8.3.1.3. CLASS III - No benefits

8.3.1.4. CLASS IV - Fourteen (14) days of annual health leave will be granted as of the first workday in July.

Health Leave may accumulate up to two hundred fifteen (215) days

If health leave is exhausted, application may be made to the Superintendent for an extension.

Illness of a Long Duration: If the employee's personal illness extends beyond his/her accumulated health leave, the District shall have the discretion to grant a leave of absence without pay for such time as is necessary for complete recovery from illness, not to exceed one (1) year. During such a leave of absence, the District shall keep in force and continue payment of its contribution toward the existing insurance plan (s) in which the employee participates, provided that the employee makes an appropriate arrangement with the District to pay in advance the employee's share of the cost of coverage during the leave. Upon return from such leave the employee will provide a statement from a physician certifying to the employee's fitness to return to work.

8.3.2. After an absence of five (5) or more consecutive days, an employee may be required to furnish a statement from a physician to the effect that the illness or disability prevented the employee from performing their duties. In such a case, the employee may use the services of a District-designated physician at district expense.

8.4. Leave for Death in the Immediate Family.

8.4.1. Class I and II - Three (3) days paid leave shall be granted for a death in the immediate family. Immediate family shall include the spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and grandparent. This leave shall not be charged against any other benefit but shall be limited to six (6) paid days in any fiscal year

8.4.2. Class III - No benefits.

8.4.3. Class IV - Four (4) days paid leave shall be granted for a death in the immediate family. Immediate family shall include the spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and grandparent.

8.5. Personal Leave

8.5.1. "Personal leave" is defined as leave to conduct any essential business which cannot be conducted outside regular work hours, or an emergency over which the employee has no control, and which requires the employee's immediate attention. Permission cannot be granted to use personal leave to extend long weekends or holidays. Personal leave can, however, be used for legitimate business that will be conducted on a Monday or a Friday. While the specific nature of the personal day need not be shared with the employee's supervisor, both the District and the Association encourage both employee and supervisor to communicate in good faith and with as much advance notice as possible regarding this issue.

8.5.2. Class I – three (3) personal days shall be granted during the school year. Unused personal days will convert to health days that can accumulate up to a maximum of 150 days.

8.5.3. Class II – Two (2) personal days shall be granted during the school year. Unused personal days will convert to health days that can accumulate up to the maximum of 125 days.

8.5.4. Class III – No benefits

8.5.5. Class IV – Three (3) personal days shall be granted during the school year. Unused personal days will convert to health days that can accumulate up to the maximum of 215 days.

8.5.6. Notification, except for emergency, is to be given to the immediate supervisor a minimum of forty-eight hours in advance and must have prior approval of the supervisor.

8.6. Child Care Leave

8.6.1. Class I, II, III - No benefits

8.6.2. Class IV - Child Care Leave without pay shall be granted for up to one (1) year. Notice of intention to return to work will be given to the Director of Administrative Services not less than three (3) months before the time of return.

8.7. Other Leaves of Absence

An employee's request for a leave of absence without pay not otherwise provided for in this Agreement shall be directed in writing to the Board of Education. If granted, the District shall continue payment of existing insurance coverage, for the benefit of the employee during the period of the leave granted, providing the employee is not eligible for coverage from another source.

9. WAGES AND HOURS

9.1. Work Year/Work Day - Class IV

9.1.1. The positions are twelve (12) month positions, with thirty-seven and one-half (37.5) hour work weeks.

9.1.2. The positions will have a reduced seven (7) hour work day schedule at full pay for summer recess and staff development days.

9.2. Snow Days:

9.2.1. Class I - In the event the Superintendent of Schools declares a snow day, or any other day designated by the Superintendent as an emergency day, these unit members will be paid for only the first three (3) instances in any given year.

9.2.2. Class II - In the event the Superintendent of Schools declares a snow day, or any other day designated by the Superintendent as an emergency day, these unit members will be paid for only the first three (3) instances in any given year

9.2.3. Class III - No benefits

9.2.4. Class IV - On days declared snow days by the Superintendent, or any other day designated by the Superintendent as an emergency day, those personnel who are absent for that reason will receive their full pay for the day. If they are called in to work by their supervisor on such a day, they will be paid for the day plus shall be granted the number of hours worked as time off with pay.

9.3. Salaries for New Jobs.

Salaries for any new bargaining unit job title established by the District during the term of this Agreement will be negotiated with the Association.

9.4. Salary Schedules - General.

Aides and School Monitors Salary Schedule

<u>Years of Service</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
0	\$7.58	\$7.69	\$7.77
1-2	\$8.12	\$8.24	\$8.32
3-4	\$8.55	\$8.68	\$8.76
5-8	\$9.36	\$9.50	\$9.60*
9-13	\$10.72	\$10.88	\$10.99*
14-18	\$11.80	\$11.98	\$12.10*
19+	\$12.10	\$12.28	\$12.40

*Steps 8,12,13,17, and 18 will be \$.25/hour higher than indicated for 2002-2003.

A.V. Technician, A.V. Tech Ass't & Computer Specialists

<u>Position</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
Audio Visual Technician	\$19,029	\$19,600	\$20,188
Computer Aide-10 Mos.	\$14,101	\$14,524	\$14,960
Computer Aide-12 Mos.	\$39,527	\$40,713	\$41,934
TV Technician	\$40,582	\$41,799	\$43,053

9.4.1. Placement on the Salary Schedule

Hourly rates will be based on years of employment in the District. The starting hourly rate will be the same for all new employees.

The District and the Association each recognize that the intent of the creation and negotiation of the Article 9.1 Salary Schedule and initial placement of bargaining unit members on such schedules was to create a system to reward and compensate employees based upon future continuous, uninterrupted service as bargaining unit members.

9.4.2. The initial salary schedules under this Agreement were based upon bargaining unit members' years of service in the District, as determined annually, and most recently in September, 1997, with notice to each employee.

9.4.3. The District will determine future hourly rates, salary determination, step movement and years of credited service under this Agreement based upon continuous, uninterrupted years of employment as bargaining unit members in the District, and that any bargaining unit member hired on or before November 1 in any year, who completes eight (8) full months of active employment for that school year, will receive credit for a full year's employment for purposes of salary determination, step movement and credit for years of bargaining unit service in the District.

9.4.4. The "school year" for a ten month employee is defined for purposes of this section as the period from September 1 through June 30, and for a twelve month employee from July 1 through June 30.

9.5. Vacation

9.5.1. Class I, II and III - No benefits

9.5.2. Class IV - vacation day entitlement is as follows:

<u>Completed Years of Service in the District</u>	<u>Number Of Days</u>
Less than one year	5/6 of a work day for each month worked
1-4 Yrs	10
5-9	15
10+more	20

9.5.3. Unused vacation days may be carried over from one fiscal year to another, but the total accumulated vacation entitlement may not exceed twenty (20) working days. A maximum of ten (10) unused vacation days may be carried over from one year to the next.

9.5.4. Five (5) days to be used at Winter/Spring recess, nonaccumulated, upon written request to and approval from the Superintendent.

9.6. Paid Holidays

9.6.1. Class I - Eleven (11) legal holidays will be paid as follows:

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day

9.6.2. Class II - Seven (7) legal holidays will be paid as follows:

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Memorial Day

9.6.3. Class III - No Benefits

9.6.4. Class IV - Fourteen (14) legal holidays as follows:

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day

10. INSURANCE

10.1. Group Health Insurance

10.1.1. District Self-Insured Traditional Health Plan

The District's self-insured Traditional Health Plan (equivalent to Blue Cross/Blue Shield's Standard 42/43 Hospital and Select 60/61 Medical/Surgical Plan) with the following riders:

- Dependents to age 23
- Hospital Cosmetic Surgery
- Hospital Waiver of Waiting
- Out-of-Area Hospital Benefit
- \$5.00 co-pay Prescription Rider (without contraceptive coverage)
- Outpatient Emergency Care
- Psychiatric Care
- Medical Cosmetic Surgery
- Medical Waiver of Waiting
- Out-of-Area Medical Benefit

10.1.1.1. Class I and II - The District shall pay 55% of the full premium to obtain and maintain in effect the District's self-insured traditional health insurance.

10.1.1.2. Class III - No Benefits

10.1.1.3. Class IV - The District shall pay 90% of the full premium to obtain and maintain in effect the District's self-insured traditional health insurance for Class I & Class II employees.

10.1.2. Major Medical

10.1.2.1. Class I, II and IV - The District shall pay 90% of the premiums to obtain and maintain in effect Major Medical coverage for employees with the District's self-insured traditional Health Plan as described in Article 10.1.1

This coverage will be the \$100.00 deductible, unlimited, District plan

10.1.2.2. Class III - No Benefits.

10.1.3.HMO

Health Maintenance Organization (HMO) coverage through Independent Health, Health Care Plan or Community Blue will be made available to all eligible employees. The District shall pay the following portion of the full premium to obtain and maintain in effect the group HMO insurance.

10.1.3.1. Class I - The District will contribute 80% of the premium cost for the life of this agreement.

10.1.3.2. Class II - The District's premium shall be at the same rate as the pro-rated hours worked per week (using 19 hours as a regular work week), but not less than fifty percent (50%) of the annual premium.

For Example: The District's premium for a 15 hour employee for 2000-2001:

$15/19 \times 80\% = \text{Cost of District premium payment}$

10.1.3.3. Class III - No benefits

10.1.3.4. Class IV - the District will contribute ninety percent (90%) towards the HMO premium for the life of this agreement

10.1.3.5. Class IV A \$1,000 stipend will be paid on an annual basis to Class IV employees who decide not to be covered under the District's health insurance program. Employees wishing to take this payment in lieu of the health coverage must notify the District of their intent during the June enrollment period. The option to continue to receive this stipend or re-enroll in the District's health plan must be renewed on an annual basis.

10.2. Dental Insurance

10.2.1.Class I, II and III - Have the option to join the Dental Insurance plan at a total cost to the member.

10.2.2.Class IV - The District will provide Dental insurance by providing ninety percent (90%) of the premium for the Amherst Self-Funded Dental Plan.

10.3. Vision Insurance

10.3.1.Class I, II and III - Have the option to join the Vision Insurance plan at a total cost to the member

10.3.2.Class IV - The District will provide Vision insurance by providing ninety percent (90%) of the premium for the Amherst Self-Funded Vision Plan.

10.4. Flexible Benefit Plan

Employees may choose to process payroll deductions for the employee's portion of health, vision or dental insurance premiums under the terms and conditions of the District's Flexible Benefit Plan established under Section 125 of the Internal Revenue Code. Employees may make additional contributions to the Medical Reimbursement Account and Dependent Care Account each year pursuant to the terms of the Plan during the open enrollment period (to be effective September 1 of each year).

10.5. Duplicate Coverage

10.5.1.An employee shall not be entitled to enroll or be covered by Health Benefits stated above if the employee is otherwise covered by Blue Cross/Blue Shield, a Major Medical Plan, or any comparable group health insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in its plan. To this end, unit members will complete, on an annual basis, the Insurance Information Form.

10.5.2.No employee shall be entitled to cover a dependent or spouse by the district's health plans if said dependent or spouse is otherwise covered (as defined in 10.5.1.) in a comparable group health insurance plan.

10.5.3. It is a condition of this Agreement to require personal reimbursement to the district for any hospitalization/medical insurance premium payment resulting in duplicate health coverage as a result of misrepresentation of facts stated in 10.5 and/or 10.6.

10.6. Continuation of Coverage.

An employee who is terminated for reasons other than retirement or who otherwise suffers a "qualifying event" as defined in the Plan document is eligible for continued insurance coverage as defined in the Plan document for the health plan in which The member participated at the time of the qualifying event. The employee is responsible for 100% of the premium cost of any continuation of coverage and each month of continued coverage must be paid for in advance.

10.7. Group Life Insurance

10.7.1. Class I - The district will provide fully-paid Group Life Insurance (\$5,000).

10.7.2. Class II - The District will provide fully-paid Group Life Insurance (\$2,500).

10.7.3. Class III - No benefits

10.7.4. Class IV - The district will provide fully-paid Group Life Insurance (\$20,000).

10.8 Health Benefits at Retirement

10.8.1. Class I, II and III - No Benefits

10.8.2. Class IV - After fifteen (15) cumulative years of service, the contractual group health benefits in effect at the date of retirement are offered at the same premium share as were in effect at the time of retirement, until age 65.

10.8.3.Enrollment - All employees desiring medical coverage upon retirement must annually file a certificate provided by the Payroll Department listing all group health insurance by which the employee is covered, and including the type of coverage, name of carrier and, if applicable, the name of the employer who sponsors or supplies such group health insurance.

11. RETIREMENT

11.1. New York State Employees' Retirement

Retirement provisions are largely a matter covered by law and New York State Employees' Retirement System Regulations. All employees, even if not required, will be given the option in writing to join the New York State Employees' Retirement System

11.1.1.Eligible employees shall be enrolled in Section 41-j of the New York State Employees' Retirement System, allowing for conversion of accumulated health leave toward service credit for retirement.

11.1.2.Tier I and Tier II members are enrolled in Plan 75-I.

11.2. District Retirement Benefit

11.2.1.Class I and II - Members with fifteen (15) years of service or more with the district who have accumulated at least one hundred (100) unused health days, and leave the district for purposes of retirement will be eligible upon retirement to receive compensation for unused health days as follows:

20% of number of scheduled hours/wk x 100 x 20% of hourly rate at retirement

11.2.2.Class III - No Benefits

11.2.3.Class IV - Any person who is eligible to retire under provisions of the New York State Employees' Retirement system shall be eligible upon retirement to receive thirty dollars (\$30) per day for accrued health leave to a maximum of 215 days with a payment schedule to be mutually agreed to between the retiree and the District.

12. DISCIPLINE AND DISCHARGE

- 12.1.** The District has the right to discharge unit members according to the law and shall do so in good faith.
- 12.2.** Disputes concerning disciplinary action for those unit members with five (5) or more years of service as defined in Article 9 shall be resolved through the utilization of the grievance procedure set forth in this agreement and not according to the Civil Service Law Section 75. Under this procedure, an employee is entitled to a written statement listing the charges which will be raised in the grievance procedure. No employee who holds a Civil Service appointment may be suspended without pay for more than thirty (30) days pending a hearing on the charges.

13. LAYOFF AND RECALL

13.1. Seniority for purposes of layoff and recall

All unit members will be granted their full seniority upon the execution of this agreement, to be calculated from their initial date of hire, as determined under this agreement and any incorporated memoranda of understanding.

14. EVALUATION

- 14.1.** Unit members in Classes I, II, III, and IV shall be evaluated at least once a year using the form attached to this Agreement at Appendix A.

15. GENERAL

- 15.1. Accidents and Injuries.** All accidents and injuries to an employee on the job or on school business outside the confines of the school building must be reported immediately to the school nurse
- 15.2. Appointment, promotion, transfer, reinstatement, probation, retirement,** and other Civil Service procedures shall be pursuant to the Civil Service Law and the rules of classified Civil Service Employees approved by the New York State Civil Service Commission.

15.3. Abolished Positions

The District will, when possible, give the Association thirty (30) days' notice of the effective date of positions which are to be abolished.

15.4. Assignment and Benefit Notices

15.4.1. By July 1, the building principal shall provide to each Aide and School Monitor not serving special education students one (1) copy of a notice containing the following information: name, job title, building assignment, grade level and, if known by July 1, or within ten (10) days of the teacher's appointment, name of teacher. Unit members who are not Aides or School Monitors shall receive a similar notice from their immediate supervisor.

15.4.2. By August 1, the Director of Special Education shall provide to each Aide and School Monitor serving special education students one (1) copy of a notice containing the following information: name, job title, building assignment, grade level and, if known by August 1, or within ten (10) days of the teacher's appointment, name of teacher.

15.4.3. No later than the thirtieth (30th) day following the execution date of this agreement or with the first paycheck in September of each year of this Agreement, whichever occurs later, the District shall provide to each bargaining unit employee one (1) copy of a Benefit Notice containing the following information: name, job title, retirement number, salary, step placement, years of service in the District and accumulated health days.

15.5. Vacancies

All openings for positions shall be publicized in all schools, and all qualified employees shall be given the opportunity to make application for such positions. Vacancies which arise during the Winter Recess or Spring Recess shall, when possible, remain posted for five (5) working days following the resumption of the school session. However, if the vacancy must be filled prior to the completion of the recess or five (5) working day period, such additional posting period will not be required. Vacancies which arise during the summer session shall, when possible, remain posted for fifteen (15) days. The Association shall be given a copy of all postings.

15.6 Filling Vacancies and Associated Transfers – Teacher Aides and School Monitors

The purpose of this Article is to define the procedures for filling vacancies of Teacher Aide and School Monitor under this Agreement, for making transfers of unit members to fill vacancies, and for changing aide assignments, where that change will result in a change in class, as defined in Article 3.1 of this Agreement. This article is not to be construed to mean that the District is required to fill a vacancy or to appoint a unit member to any vacant position.

15.6.1. Definition of Vacancy: For purposes of this article, a "vacancy" shall refer to an opening in a Class I, II or III caused by (a) a resignation, (b) a termination, (c) a transfer of an employee who previously held that position to an assignment in another school, or (d) a change in assignment, either within a building or between buildings, which would result in an increase or decrease in hours sufficient to cause the employee in the changed assignment to move into another class under this agreement. The definition shall not be deemed to include vacancies caused by health leave, child care leave or any other leave of absence of two (2) years or less. The parties agree that this section is not deemed to apply to any other modification of an aide's duties within a building by that aide's administrative supervisor.

15.6.2. Posting Vacancies: Vacancies shall be posted in all buildings within the District as provided in Article 15.5 and a copy provided at the same time to the Association President or his/her designee via district electronic mail. Postings announcing full-time and part-time vacancies shall normally be made for a minimum of seven (7) working days in advance of the Superintendent's recommendation for appointment. The title of the position, building in which it is located (insofar as possible if there are multiple vacancies for the same title), qualifications for the position(s), and deadline by which interested parties may submit an application, shall be stated.

15.6.3.Filling Vacancies and Transfers: Unit members who wish to apply for a vacancy or request a voluntary transfer may submit a written request to the Personnel Office at any time with a copy to their current Principal and, in the case of a special education aide, to the Director of Special Education. Such requests will be kept on file for one year.

15.6.4.Principles of Transfer: Once the District determines, in its sole discretion, that a transfer will occur, it shall apply the following principles:

- a. Requirements of the position, including, but not limited to, grade level, special education documentation and IEP requirements, if any, number of hours, time of day.
- b. Individual qualifications, including education, performance evaluations, district and other experience.
- c. Best interests of the students to be served as determined by the school administrator(s) with input from any interviewing team, where appropriate.
- d. Convenience and wishes of any unit members affected by the transfer.
- e. Staff availability.
- f. Approval of the principal of the building (and, in the case of aides whose duties involve special education, Director of Special Education) to receive the transferred unit member.
- g. Seniority of the unit member(s) to be transferred.

15.6.5.Notification: Should the unit member requesting a transfer not be appointed to the vacancy, he/she shall be notified in writing by the Personnel Office. Upon notification, the unit member may request a conference with the appropriate administrator.

15.6.6.Seniority: When two or more unit members request a transfer to the same vacancy, and it is determined that a unit member shall be selected to fill a vacancy, and all other considerations are substantially equal, the unit member with the earliest date of hire shall be given preference.

15.6.7. Involuntary Transfer: Whenever an involuntary transfer becomes necessary, the building principal, Director of Special Education (if a special education aide) and Superintendent will consider all of the factors listed in 15.6.4. above in selecting the employee to be transferred. Such factors will not permit arbitrary or capricious administrative decisions. Any involuntarily transferred unit member shall be notified no later than July 1 unless enrollment factors necessitate a later notification.

16. PERSONNEL FILE

16.1. Inspection of File

Upon request, bargaining unit employees may review the contents of their personnel file and may be accompanied during the inspection by an Association representative. A District representative may choose to be present during the inspection.

16.1.1. When the inspection takes place, the employee shall sign and date a statement when the employee inspected the file.

16.1.2. No undated, unsigned materials will be placed in a personnel file. File documents shall show the date they were placed in the file.

16.1.3. Pre-employment references will not be furnished for inspection.

16.1.4. An employee will be entitled to submit, for inclusion in the file, the employee's own signed response to any material in the file. Pursuant to the grievance procedure in which the unit member is successful in proving that a disciplinary written warning, reprimand, or derogatory document was erroneous, the disputed document or portion thereof shall be expunged from the employee's personnel record.

16.2. Exchange of Information. Any public records, which would be made available to the residents of the District upon request and which are relevant and material to mandatory negotiable subjects to the administration of this Agreement, will be made available to the Association President upon request.

16.3. Bulletin Boards. There will be an employee bulletin board or, at the discretion of the building principal, an area of an existing board provided for the exclusive use of the Association in each building operated by the District.

17. TERMS OF EMPLOYMENT

17.1. Continuation of Service

Employees who are continuing their positions into the next school year will be provided notice prior to the end of each current school year.

17.2 Employee Absences. There are no provisions for employee absences except for Article 8, Leaves of Absence. There is no guarantee of a return to a position or the same assignment in a position from an unpaid leave of absence. Service is expected to follow the school district calendar from the opening to the close of school.

17.3. Attendance at Meetings and Conferences:

17.3.1.Class I, II and III - No Benefits

17.3.2.Class IV - Fees for attendance at meetings, seminars, or workshops pre-approved by your immediate supervisor will be paid upon presentation of receipts for registration, meals and mileage.

17.3.2.1.The District will reimburse you at a rate established by the District for use of your personal automobile on authorized travel.

17.4. Attendance at Field Trips

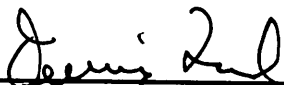
Whenever an employee is assigned to accompany students on a field trip, the District shall be responsible for providing transportation or mileage, parking and toll reimbursement to and from the location, and shall be responsible to pay the entire cost of admission for the employee, should one be charged.

18. DURATION

- 18.1. This Agreement shall expire on June 30, 2003. If a new agreement has not been negotiated and approved by employees and the District by the expiration date above, the terms of the Agreement shall be automatically extended until a new agreement is approved by employees and the district, but such extension shall not exceed one (1) year.

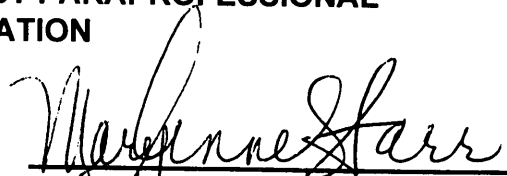
**AMHERST CENTRAL
SCHOOL DISTRICT**

By
Date


9/23/00

**AMHERST PARAPROFESSIONAL
ASSOCIATION**

By
Date


9.26.00

APPENDIX A
AMHERST CENTRAL SCHOOL DISTRICT
PARAPROFESSIONAL PERFORMANCE EVALUATION

Name _____ Building _____

Job Title _____ School Year _____

Instructions to Rater:

This summary evaluation form is to be completed every year on each appointed paraprofessional by their immediate supervisor (as determined by the building principal).

Each factor should be rated by entering a quality rating adjacent to the quality according to the following rating key:

Quality Ratings: (1) Unsatisfactory (2) Below Average (3) Average (4) Above Average (5) Outstanding

Note: Each quality rated as (1) Unsatisfactory or (2) Below Average requires an additional comment in the space provided

EVALUATED AREAS:

a. Work Habits

_____ Attendance	_____ Uses Time Wisely
_____ Takes Direction	_____ Other (Specify)

Comments _____

b. Personal Qualities

_____ Works well with students	_____ Works well with supervisors
_____ Works well with colleagues	_____ Other (Specify)

Comments: _____

c. Initiative and Supervisory Ability

<input type="checkbox"/> Self starter	<input type="checkbox"/> Shows leadership qualities
<input type="checkbox"/> Needs minimal supervision	<input type="checkbox"/> Other (Specify)

Comments: _____

d. Quantity of Work

<input type="checkbox"/> Completes required tasks	<input type="checkbox"/> Performs tasks beyond job description
<input type="checkbox"/> Timely work completion	<input type="checkbox"/> Other (Specify)

Comments _____

e. Quality of Work

<input type="checkbox"/> Work meets job standard	<input type="checkbox"/> Pride in work
<input type="checkbox"/> Accuracy	<input type="checkbox"/> Other (Specify)

Comments: _____

f. Job Knowledge

<input type="checkbox"/> Skill Level	<input type="checkbox"/> Shares Job Skills
<input type="checkbox"/> Has multiple job skills	<input type="checkbox"/> Other (Specify)

Comments: _____

SUMMARY

The signature of the paraprofessional indicates only that this report has been reviewed and does not indicate agreement. Employee has the right to respond but should do so separately.

Rater's Signature

Date

Job Title

Employee's Signature

Date

Job Title**Principal's Initials:**
